

# EXHIBIT “1”

2053919557

Cross &amp; Smith, LLC

04:53:54 p.m. 10-10-2017 3/12



ELECTRONICALLY FILED  
10/10/2017 4:37 PM  
68-CV-2017-900786.00  
CIRCUIT COURT OF  
JEFFERSON COUNTY, ALABAMA  
KAREN DUNN BURKS, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
BESSEMER DIVISION

DENNIS WILLIAMS, an individual,	§	
	§	
Plaintiff,	§	
	§	
v.	§	CV-2017-_____
	§	
GEICO CASUALTY COMPANY a	§	
foreign insurance corporation;	§	
	§	
Defendant.	§	

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COMPLAINT

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PARTIES

1. Plaintiff Dennis Williams is an individual over the age of nineteen (19) years and at all times relevant hereto was and is a resident of Jefferson County, Alabama, Bessemer Division.
2. Defendant Geico Casualty Company (hereinafter "Geico") is a foreign insurance corporation and at all times relevant hereto was and is doing business in Jefferson County, Alabama, Bessemer Division.

FACTUAL SUMMARY / ALLEGATIONS

4. On August 8, 2016, Plaintiff Dennis Williams was involved in a car wreck on John Hawkins Parkway in Jefferson County, Alabama, Bessemer Division. It is undisputed that the other driver (Daniel Henderson) was at fault in causing the wreck to happen.
5. Plaintiff Dennis Williams suffered injuries to his lumbar spine. He has received extensive care and treatment from healthcare providers for injuries received in

the wreck, including steroid injections to his lumbar spine and surgery.

6. The other driver, Daniel B. Henderson, was provided automobile liability insurance coverage in the amount of \$100,000/\$300,000 by State Farm Mutual Automobile Insurance Company ("State Farm"). On July 6, 2016, State Farm tendered its policy limits of \$100,000.00. Geico advanced the amount offered by State Farm on August 3, 2017.

7. Plaintiff Dennis Williams was provided underinsured motorist coverage ("UM") by Geico. A copy of the Declarations Page is attached hereto as Exhibit "A." The policy provides UM coverage for three vehicles owned by Dennis Williams, as described on the Declarations Page, in the amount of \$300,000/\$300,000. By stacking, there is \$900,000.00 available in UM coverage to Plaintiff Dennis Williams

**COUNT I**  
**(Underinsured Motorist Benefits)**

8. The Plaintiff adopts and incorporates all prior paragraphs of this Complaint as if set forth fully herein.

9. The Defendant, Geico, issued an automobile insurance policy to Dennis Williams, which included underinsured motorist coverage. A copy of the Declarations Page issued by Geico is attached as Exhibit "A".

10. On or about the 8th<sup>th</sup> day of August 2016, in Jefferson County, Alabama, Bessemer Division, Plaintiff was injured by a vehicle negligently and/or wantonly operated by Daniel B. Henderson, who was at that time an underinsured motorist.

11. As a proximate result of the negligence and/or wantonness of said underinsured motorist, Daniel B. Henderson, the Plaintiff Dennis Williams was caused to suffer the following damages and injuries:

- a. Plaintiff was caused to suffer bodily injuries, including but not limited to his back;
- b. Plaintiff was caused to incur expenses for medicine, physician's fees, and other related charges for health care; further, he will be caused to continue to incur expenses for medicine, physician's fees, and other related charges for health care in the future;
- c. Plaintiff suffered pain and suffering from said injuries; further, Plaintiff will be caused to continue to suffer pain and suffering in the future;
- d. Plaintiff has been permanently disabled and/or permanently impaired;
- e. Plaintiff suffered mental anguish and/or emotional distress from said injuries; further, Plaintiff will be caused to continue to suffer mental anguish and/or emotional distress in the future;
- f. Plaintiff was caused to incur various out of pocket expenses as a result of the injuries; and/or
- g. Plaintiff was caused to be unable to pursue many of his normal and usual activities; further, Plaintiff will continue to be unable to pursue many of his normal and usual activities.

12. Plaintiff Dennis Williams made a claim with Defendant Geico for underinsured motorist benefits in the amount of \$300,000.00.

13. Defendant Geico failed to pay the claimed amount of underinsured motorist benefits to Plaintiff Dennis Williams.

**COUNT II**  
**(Breach of Contract)**

14. The Plaintiff adopts and incorporates herein all prior paragraphs of this Complaint as if set forth fully herein.

15. At the time of the collision made the basis of Plaintiff's Complaint, Daniel B. Henderson was an underinsured motorist.

16. At the time of the collision made the basis of Plaintiff's Complaint, Dennis Williams was engaged in a valid contractual relationship with Defendant Geico.

17. Said contract provided underinsured motorist coverage. At the time of the collision, all contractual requirements were met and said contracts were in full force and effect.

18. Plaintiff Dennis Williams further avers that in accordance with the terms of the contract, Defendant Geico is obligated to pay for Plaintiff's injuries and damages:

- a. Plaintiff was caused to suffer bodily injuries, including but not limited to his back;
- b. Plaintiff was caused to incur expenses for medicine, physician's fees, and other related charges for health care; further, he will be caused to continue to incur expenses for medicine, physician's fees, and other related charges for health care in the future;
- c. Plaintiff suffered pain and suffering from said injuries; further, Plaintiff will be caused to continue to suffer pain and suffering in the future;
- d. Plaintiff has been permanently disabled and/or permanently impaired;
- e. Plaintiff suffered mental anguish and/or emotional distress from said injuries; further, Plaintiff will be caused to continue to suffer mental anguish and/or emotional distress in the future;
- f. Plaintiff was caused to incur various out of pocket expenses as a result of the injuries; and/or
- g. Plaintiff was caused to be unable to pursue many of his normal and usual activities; further, Plaintiff will continue to be unable to pursue many of his normal and usual activities.

19. Defendant Geico has failed and/or refused to pay underinsured motorist benefits for Plaintiff's injuries and damages.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Dennis Williams demands judgment against the Defendant Geico for underinsured motorist benefits in the amount of \$300,000.00, exclusive of interest and costs.

**JURY DEMAND**

Plaintiff demands a struck jury for the trial of this cause.

**CROSS & SMITH, LLC**

/s/ Silas G. Cross, Jr.

Silas G. Cross, Jr. (CRO-049)

Justin L. Smith (SMI-273)

907 17th Avenue

Tuscaloosa, AL 35401

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**PLAINTIFF'S ADDRESS:**

Dennis Williams  
2208 Baneberry Drive  
Hoover, AL 35244

**DEFENDANT TO BE SERVED BY CERTIFIED MAIL, RETURN-RECEIPT  
REQUESTED AS FOLLOWS:**

Geico Casualty Company  
c/o CT Corporation System, Registered Agent  
2 North Jackson Street  
Suite 605  
Montgomery, AL 36104

2053919557

Cross &amp; Smith, LLC

04:57:59 p.m.

10-10-2017

8/12



GEICO Casualty Company



One Geico Center  
Macon, GA 31296-0001

8/18/2016

Law Firm Of Cross Poole & Smith Llc  
To Whom It May Concern  
907 17th Ave  
Tuscaloosa, AL 35401-2463

Company Name: Geico Casualty Company  
Claim Number: 053039471-0101-011  
Loss Date: Monday, August 8, 2016  
Policyholder: Dennis Williams  
Your Client: Dennis P Williams

To Whom It May Concern,

Per your request, please be advised that policy number 4389305287, issued to Dennis Williams, was in effect on 04/30/2016 thru 10/30/2016, for the following vehicle 2000 Audi A8 2.7t qu and afforded the following coverage:

<b>Bodily Injury</b>	\$500,000 Per Person/\$500,000 Per Occurrence
<b>Property Damage</b>	\$100,000
<b>Medical Payments</b>	\$10,000
<b>Uninsured Motorist BI</b>	\$300,000 Per Person/\$300,000 Per Occurrence
<b>Underinsured Motorist BI</b>	\$300,000 Per Person/\$300,000 Per Occurrence
<b>Collision</b>	\$250 Deductible
<b>Comprehensive</b>	\$250 Deductible
<b>Rental Reimbursement</b>	\$50 daily/\$1500 aggregate
<b>Coverage Defenses</b>	None known at this time
<b>Additional Insurance Coverage</b>	There are 2 additional vehicles on the policy and we also have a cycle policy for Mr Williams.

I trust my letter satisfies your disclosure request. If not and you need additional information please feel free to give me a call.

Sincerely,

Jeremy Johnson

EC0544 (09/2010)

2053919557

Cross & Smith, LLC

04:58:45 p.m.

10-10-2017

9/12

478-621-1319  
Claims Department